

CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA 23832-0051  
(804) 748-1617

Bid Prepared By:

**Martin W. Franciscus, CPPB  
Senior Contract Administrator**

Invitation To Bid Number:

**04-3301-8931**

January 14, 2004

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Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **3:00 p.m.** Local Time Prevailing **January 30, 2004**, and then publicly opened and read aloud for **a Requirements Contract for Fire Boots for Chesterfield County Fire Department.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0051. **Mark outside of your envelope with Invitation for Bid #04-3301-8931 and opening date of bid.**

**Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at  
[www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp](http://www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp).

## **COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES**

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

### **DEFINITIONS:**

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: African Americans, Asian Americans, Native Americans, Eskimos and Aleuts. (Reference: 2.1-6432.1 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority - a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following:

Asian Americans - all person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands including but not limited to Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Srilanka and who are regarded as such by the community of which these persons claim to be a part.

African Americans - all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

Hispanic Americans - all persons having origins in any of the Spanish-speaking peoples of Mexico, South or Central American, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

Native Americans - all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

Eskimos and Aleuts - all persons having origins in any part of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Members of other groups - all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act (15USC637)[a]. (VR486-01-02; September 9, 1992).

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY  
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES  
AND CHESTERFIELD BUSINESSES

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

**(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)**

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract \_\_\_\_\_(T)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_  
(Type or Print)

1. SCOPE

- 1.1 This invitation covers the annual requirements for Chesterfield County Fire Department for Fire Boots (Boots).
- 1.2 The purpose is to establish an annual contract with firm pricing and delivery from which County may place orders as needed.
- 1.3 **The Boots specified herein shall be considered "NO SUBSTITUTE". Any bid offer received offering any boot other than as specified shall be considered as non responsive to this request and rejected.**

2. SUPPLEMENTARY GENERAL CONDITIONS

- 2.1 The initial term of this contract shall be for a period of one year effective upon endorsement, through June 30, 2004.
- 2.2 The County reserves the right, at its sole option, to renew the contract for two (2) consecutive terms of one year each.
- 2.3 Prices for subsequent terms shall be determined at the time of the bid opening through percentages over the previous year's pricing, and shown under the section herein listed as "Proposal". Pricing shall be firm for each contract term.
- 2.4 It is the desire of the County that this contract be awarded to the vendor(s) whose prices are firm for the period of the contract; however, if this is not feasible, vendor must state the length of time for which quoted prices are firm, the expected number of increases for the contract period, and the maximum percentage increase expected to be in force before expiration of the contract.
- 2.5 Any price increase incurred to the County shall be a result of actual increased cost passed from the manufacturer to the supplier, excluding any additional profits to the supplier.
- 2.6 The County reserves the right, at its option, to conduct "on site" visitations of any bidders facilities. The purpose of the visit will be to ensure the County of the bidder's capabilities of successfully administering this contract. If, in the County's opinion, any bidder does not have the required capabilities as listed herein, this shall be considered grounds for nonaward/cancellation.

3. DELIVERY

- 3.1 The successful bidder(s) shall be required to stock, or have readily accessible for delivery, sufficient quantities of parts as to ensure same day delivery of parts after receipt of either a verbal or written purchase order.
- 3.4 Deliveries shall be made to the County through either a verbal or written purchase order.
- 3.5 Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

4. NO SUBSTITUTE

- 4.1 Bidders shall bid only boots as specified in response to this request. Any bid/bidder offering any boot other than as specified shall not be considered as responsive to this request and shall not be considered for any subsequent award.

5. DELIVERY TICKETS

- 5.1 The successful bidder shall furnish a priced and itemized delivery ticket for every delivery made to the County. The delivery shall include the date, department delivered to and Purchase Order Number and shall be signed by a representative of the requesting department when delivery is made.

6. INVOICING

- 6.1 The successful bidder shall submit an invoice to the County for all boots. Said invoice shall be completely itemized and include the County Purchase Order Number.

7. INSURANCE

- 7.1 **An original copy of a Certificate of Insurance shall be required and must be furnished by the successful contractor during execution of the contract. The Certificate does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, **naming Chesterfield County as an additional insured.** Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

## INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. **All requirements herein must be met before the County will execute the contract.** In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County as an additional insured**. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**DESCRIPTION**" where the language may be inserted as follows:

**Chesterfield County is additionally insured or that Chesterfield County is additionally insured with respects to General Liability; and/or Umbrella Liability policies.**

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

**NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."**

3. The Certificate Holder should be listed as:  
Chesterfield County  
c/o Purchasing Department  
P. O. Box 51  
Chesterfield, VA 23832-0051  
IFB/RFP No. \_\_\_\_\_

4. Certificate of Insurance must have an original signature.

## 8. FIRST CALL

- 8.1 The successful vendor(s) must maintain a sufficient supply of boots needed for normal operations at all locations. Where such stock is not maintained, the right is reserved to buy on the open market. If the contract vendor does not have the needed boot for prompt delivery, the County reserves the right to obtain the needed part off the open market.

## 9. BASIS OF EVALUATION AND AWARD

- 9.1 The prices shall be received and contract(s) awarded to the lowest responsive and responsible bidder.

10. AUDIT OF CONTRACT

- 10.1 The County shall audit invoices to assure that pricing is in compliance with the submitted price(s). If nonconformance is detected, this shall be considered cause for cancellation of contract.

11. QUANTITIES

- 11.1 The County fully anticipates on ordering approximately 100 pairs of each of the boots annually in various sizes. This quantity is strictly an estimate and the actual quantity shall, in all likelihood vary.

12. BASIS OF AWARD

- 12.1 **The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms. The County may award a bid to a single contractor or to multiple contractors.**

13. PROPOSAL

- 13.1 100 Pr. Ranger Combat L.B. Boot, Model #7022, 16" Structural Firefighting Boot, Size range from 5A to 15EEE. Boot shall meet NFPA 1971 Standards, 2000 Edition.

\_\_\_\_\_/PR.

- 13.2 100 Pr. PRO-Warrington Model #4132SG Structural Firefighting Boot. Size range from 7D through 12D, Boot shall meet NFPA Standards 1971, 2000 Edition

\_\_\_\_\_/PR.

- 13.3 The County reserves the right at its sole option to renew this contract for additional terms. Pricing for additional terms shall be within percentages indicated below:

Renewal - July 1, 2005, through June 30, 2006

Maximum Percentage Increase above First term's prices \_\_\_\_\_%

Renewal - July 1, 2006, through June 30, 2007

Maximum Percentage Increase above Second term's prices \_\_\_\_\_%

**TERMS AND SIGNATURE SHEET****All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are \_\_\_\_\_

Please indicate length of time required, in calendar days, for delivery/completion/pickup after notification of award (oral or written), as this may be a factor in making award. \_\_\_\_\_

All prices shall be F.O.B.: Location in Bid. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #04-3301-8931 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone (\_\_\_\_)** \_\_\_\_\_ **Fax (\_\_\_\_)** \_\_\_\_\_

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

**Minority Business Enterprise:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Woman-Owned Business:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Chesterfield Business:** Yes \_\_\_\_\_ No \_\_\_\_\_